

# MISCELLANEOUS RECORD No. Y

Y-33

L. BROWN & CO. PAPER CO.  
LINEN LEADER

48313 \*\*\* K-B PRINTING CO., OMAHA \*\*\*

remaining balance must be paid after final survey and ascertainment of the actual length of such line over said lands. Payment of such balance may be made to any one of the undersigned for all, or may be paid into the Plattsmouth State Bank at Plattsmouth, Nebraska, for the credit of the Grantor herein. The Grantee herein shall have no right to enter said lands for the purpose of constructing such lines until said entire consideration has been fully paid; nor unless the same is paid within twelve months from the date hereof.

It is hereby understood that party securing this grant in behalf of Grantee is without authority to make any covenant or agreement not herein expressed.

WITNESS the execution hereof on this the 25th day of June, A.D. 1930.

G. J. Klug, Right of Way Agent.

E. C. Rummel.

State of Nebraska )  
County of Cass ) ss.

On this 25th day of June, A.D. 1930, before me, the undersigned duly commissioned and qualified authority in and for said county and state, personally came Edward C. Rummel, widower, to me known to be the identical person whose name is subscribed to the foregoing instrument as Grantor and duly acknowledged the execution of the same as his voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal on the day and year above written.

(W. A. Robertson.....)  
(Commission Expires...)  
(Aug. 24, 1933.....)  
(Notarial Seal.....)  
(Cass County, Nebraska)

W. A. Robertson, Notary Public in and for  
Cass County.  
My Commission expires the 24 day of August, 1933.

Right of Way Contract.  
C. L. Jean, et ux  
to  
Missouri Valley Gas Co.)

Filed July 30, 1930, at 8-21 A. M.  
Jessie M. Robertson, Register of Deeds.  
\$1.00

State of Nebraska )  
County of Cass. ) ss.

KNOW ALL MEN BY THESE PRESENTS:

That for the consideration hereinafter expressed, the undersigned (herein called the Grantor, whether one or more) does hereby Grant, Sell and Convey unto Missouri Valley Gas Company of Nebraska (herein called Grantee ) its successors and assigns the right-of-way/and easement to construct, maintain and operate or to cause to be constructed, maintained and operated, pipe lines and appurtenances thereto including telegraph and telephone lines (solely for use in connection with such pipe lines) over and through the following described lands situate in Cass county, state of Nebraska, to-wit:

South 1/2 of the SE 1/4 of Section 26 Township 12- Range 13 E. more fully described in deed from -- to -- recorded in Volume --, Page -- Deed Records of said County, to which reference is here made for further description.

TO HAVE AND TO HOLD unto said Grantee, its successors and assigns, so long as such lines and appurtenances thereto shall be maintained with ingress to and egress from the premises, for the purpose of constructing, inspecting, repairing, maintaining, and replacing the property of Grantee above described, and the removal of such at will, in whole or in part.

The said Grantor is to fully use and enjoy the said premises, except for the purposes hereinbefore granted to the said Grantee, which hereby agrees to bury all pipes to a sufficient depth so as not to interfere with cultivation of soil, and to pay any damages which may arise to growing crops or fences from the construction, maintenance and operation of said pipe, telegraph and telephone lines; said damages, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be appointed by the said Grantor, one by the said Grantee, and the third by the two so appointed as aforesaid, and the written award of such three persons shall be final and conclusive. Should more than one pipe line be laid under this grant at any time, the sum of twenty-five cents per lineal rod for each additional line shall be paid, besides the damages above provided for. It is understood that the telephone or telegraph line is to follow fence line.

The consideration for this grant is the sum of Twenty-five cents per lineal rod for the entire distance over which such pipe line shall traverse said lands. One dollar (\$1.00) thereof has been paid on the execution and delivery of this instrument. To effectuate this grant the

# MISCELLANEOUS RECORD No. Y-34

43543 \*\*\* K-B PRINTING CO., OMAHA \*\*\*

LL BROWN & SONS PAPER CO. LINEN LEXSON

remaining balance must be paid after final survey and ascertainment of the actual length of such line over said lands. Payment of such balance may be made to any one of the undersigned for all, or may be paid into the Plattsmouth State Bank at Plattsmouth, Neb. for the credit of the Grantor herein. The Grantee herein shall have no right to enter said lands for the purpose of constructing such lines until said entire consideration has been fully paid; nor unless the same is paid within twelve months from the date hereof.

It is hereby understood that party securing this grant in behalf of Grantee is without authority to make any covenant or agreement not herein expressed.

WITNESS the execution hereof on this the 17 day of June A.D. 1930.

W. H. Holcomb,  
Right of Way Agent.

C. L. Jean  
Amanda Jean

State of Nebraska }  
County of Cass } ss.

On this 17 day of June A.D. 1930, before me, the undersigned duly commissioned and qualified authority in and for said county and state, personally came C. L. Jean and Amanda Jean husband & wife to me known to be the identical persons whose names are subscribed to the foregoing instrument as Grantors and duly acknowledged the execution of the same as their voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal on the day and year above written.

{ H. A. Schneider..... }  
{ Notarial Seal..... }  
{ Commission Expires... }  
{ Dec. 23, 19--..... }  
{ Cass County, Nebraska }

H. A. Schneider, Notary Public in and for Cass County.  
My Commission expires the 23 day of Dec. 1935.

Right of Way Contract. }  
Alva R. Venner, et vir }  
to }  
Missouri Valley Gas Co. }

Filed July 30, 1930, at 8-22 A.M.  
Jessie M. Robertson, Register of Deeds.  
\$1.00

State of Nebraska }  
County of Cass } ss.

KNOW ALL MEN BY THESE PRESENTS:

That for the consideration hereinafter expressed, the undersigned (herein called the Grantor, whether one or more) does hereby Grant, Sell and Convey unto Missouri Valley Gas Company of Nebraska (herein called Grantee) its successors and assigns the right-of-way and easement to construct, maintain and operate or to cause to be constructed, maintained and operated, pipe lines and appurtenances thereto including telegraph and telephone lines as herein after provided (solely for use in connection with such pipe lines) over and through the following described lands situated in Cass county, state of Nebraska, to-wit:

Lot Four (4) and West Half of Lot Five (5) in the North East Quarter Sec. 35, Twp. 12 N. Rge. 13 E. more fully described in deed from -- to -- recorded in Volume --, Page -- Deed Records of said County, to which reference is here made for further description.

TO HAVE AND TO HOLD unto said Grantee, its successors and assigns, so long as such lines and appurtenances thereto shall be maintained, with ingress to and egress from the premises, for the purpose of constructing, inspecting, repairing, maintaining, and replacing the property of Grantee above described, and the removal of such at will, in whole or in part. Pipe line to be laid to a depth of 2 feet and maintained at this depth.

The said Grantor is to fully use and enjoy the said premises, except for the purposes hereinbefore granted to the said Grantee, which hereby agrees to bury all pipes to a sufficient depth so as not to interfere with cultivation of soil, and to pay any damages which may arise to growing crops or fences from the construction, maintenance and operation of said pipe, telegraph and telephone lines; said damages, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be appointed by the said Grantor, one by the said Grantee, and the third by the two so appointed as aforesaid, and the written award of such three persons shall be final and conclusive. Should more than one pipe line be laid under this grant at any time, the sum of twenty-five cents per lineal rod for each additional line shall be paid, besides the damages above provided for. If a telephone or telegraph line is constructed under this grant, the poles shall be placed in the fence lines around said tract, and not across said